

INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
THE STATE OF ARIZONA  
AND  
THE CITY OF LAKE HAVASU CITY

THIS AGREEMENT is entered into 20 December, 2000,  
pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended,  
between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF  
TRANSPORTATION (the "State") and the CITY OF LAKE HAVASU CITY, acting by and  
through its MAYOR and CITY COUNCIL (the "City")

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-401 to enter  
into this agreement and has by resolution, a copy of which is attached hereto and made a  
part hereof, resolved to enter into this agreement and has delegated to the undersigned the  
authority to execute this agreement on behalf of the State.

2. The City is empowered by Arizona Revised Statutes Section 48-572 to enter  
into this agreement and has by resolution, a copy of which is attached hereto and made a  
part hereof, resolved to enter into this agreement and has authorized the undersigned to  
execute this agreement on behalf of the City.

3. The State and the City desire to participate in the design, construction and  
maintenance of new traffic signal emergency vehicle preemption equipment at  
intersections of State routes and City streets in the City, at an estimated cost of  
\$50,000.00, all at City expense, hereinafter referred to as the Project, for the safety and  
benefit of the traveling public.

THEREFORE, in consideration of the mutual covenants expressed herein, it is agreed as  
follows:

=====

NO 24388  
Filed with the Secretary of State  
Date Filed: 12/20/00

Robert E. Gyllen  
Secretary of State

Vicky D. Gruenewald  
B

## II. SCOPE

### 1. The City will:

a. Provide and install the emergency vehicle preemption equipment at City desired signal locations, all at City expense

b. Provide the State maintenance personnel equipment manufacturer certified training in all applicable aspects of the installation, operation and maintenance of the preemption systems. Provide the State all required systems testing equipment, sufficient bench stock parts, and one signal emitter for testing the systems, all at no cost to the State

c. Maintain a reasonable inventory of replacement parts necessary for repair of all of the equipment.

d. Upon completion, approve and accept the systems installation on behalf of the parties hereto

### 2. The State will:

a. Inspect and approve the installation of the signal preemption equipment.

b. Upon completion and acceptance of the signal preemption installations by the City, and upon the satisfactory training of State maintenance personnel, and the State's receipt of bench stock parts and the signal test emitter, provide maintenance to the preemption systems.

## III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until canceled by either party or other competent authority, upon thirty (30) days written notice to the other party

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

6 All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation  
Joint Project Administration  
205 South 17 Avenue, Mail Drop 616E  
Phoenix, AZ 85007

City of Lake Havasu City  
Public works Director  
1845 McCulloch Blvd.  
Lake Havasu City, AZ 86403


7 Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

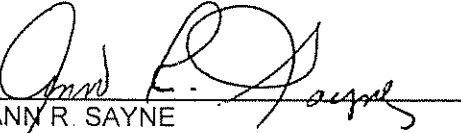
CITY OF LAKE HAVASU CITY

STATE OF ARIZONA  
Department of Transportation

By   
MELANIE GRINSTEAD-HANAK  
Mayor

By   
MICHAEL P. MANTHEY  
State Traffic Engineer

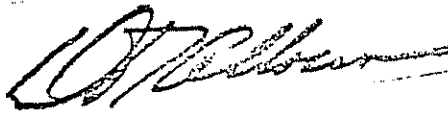
ATTEST

By   
ANN R. SAYNE  
City Clerk

RESOLUTION

BE IT RESOLVED on this 28th day of February 2000, that I, the undersigned MARY E. PETERS, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Intermodal Transportation Division, to enter into an agreement with the City of Lake Havasu for the purpose of defining responsibilities for the installation and maintenance of traffic signal preemption equipment.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the State Traffic Engineer for approval and execution.



DAVID R. ALLOCCO, P.E.  
Assistant State Engineer  
Engineering Technical Group  
for Mary E. Peters, Director

RESOLUTION NO. 00-1467

RESOLUTION OF THE CITY COUNCIL OF LAKE HAVASU CITY, ARIZONA,  
AUTHORIZING EXECUTION OF THE INTERGOVERNMENTAL AGREEMENT  
BETWEEN LAKE HAVASU CITY AND THE ARIZONA DEPARTMENT OF  
TRANSPORTATION FOR INSTALLATION AND MAINTENANCE OF THE  
OPTICOM DETECTOR/PREEMPTION EQUIPMENT ON SR 95

WHEREAS, Lake Havasu City and the Arizona Department of Transportation (ADOT)  
to establish an Intergovernmental Agreement for the installation and maintenance of  
the Opticom detector/preemption equipment on SR 95, and

WHEREAS, the purpose of the agreement is to provide for the installation and  
maintenance of the Opticom detector/preemption equipment on SR 95, and

WHEREAS, the City has the existing powers pursuant to A.R.S. § 48-572, et. seq. and  
Arizona Department of Transportation (ADOT) has existing powers pursuant to  
S. § 28-401, et. seq.;

WHEREFORE, BE IT RESOLVED that the City Council hereby authorizes the City  
Manager to execute the necessary instruments to implement the Intergovernmental  
Agreement between Lake Havasu City and the Arizona Department of Transportation  
(ADOT) for the installation and maintenance of the Opticom detector/preemption  
equipment on SR 95.

READ AND ADOPTED by the Mayor and City Council of Lake Havasu City,  
Arizona, this 14<sup>th</sup> day of March 2000.

APPROVED:

*Melanie Grinstead-Hanak*  
Melanie Grinstead-Hanak, Mayor

EST:

*Paul R. Sayne*

Paul R. Sayne, City Clerk

APPROVED AS TO FORM

LAKE HAVASU CITY ATTORNEY'S OFFICE:

*Deanne Gargle*

VIEWED BY:

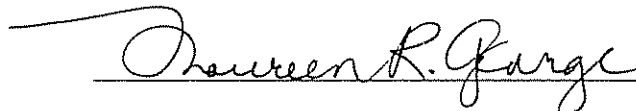
*P. Murphy*

P. Murphy, Public Works Director

APPROVAL OF THE LAKE HAVASU CITY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION, and the CITY OF LAKE HAVASU and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

DATED this 16<sup>th</sup> day of March, 2000.

  
\_\_\_\_\_  
City Attorney



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX, AZ 85007-2926

JANET NAPOLITANO  
ATTORNEY GENERAL

TRN Main: (602) 542-1680

Direct: (602) 542-8837

Fax: (602) 542-3646

MAIN PHONE: (602) 542-5025

FACSIMILE: (602) 542-4085

**INTERGOVERNMENTAL AGREEMENT**  
**DETERMINATION**

A.G. Contract No. KR00-0168TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED December 14, 2000.

JANET NAPOLITANO  
Attorney General

JAMES R. REDPATH  
Assistant Attorney General  
Transportation Section

JRR:et/660085

Enc.

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3. The State and the City desire to participate in the design, construction and maintenance of new traffic signal emergency vehicle preemption equipment at intersections of State routes and City streets in the City, at an estimated cost of \$50,000.00, all at City expense, hereinafter referred to as the Project, for the safety and benefit of the traveling public.

THEREFORE, in consideration of the mutual covenants expressed herein, it is agreed as follows:

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NO 24388  
Filed with the Secretary of State  
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Robert G. Gentry  
Secretary of State

Vicky D. Gruenewald  
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Arizona Department of Transportation  
Joint Project Administration  
205 South 17 Avenue, Mail Drop 616E  
Phoenix, AZ 85007



City of Lake Havasu City  
Public works Director  
1845 McCulloch Blvd  
Lake Havasu City, AZ 86403

7. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form

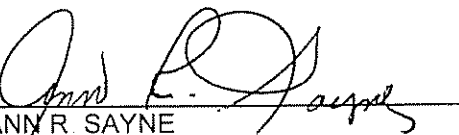
IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

CITY OF LAKE HAVASU CITY

STATE OF ARIZONA  
Department of Transportation

By  By   
MELANIE GRINSTEAD-HANAK MICHAEL P. MANTHEY  
Mayor State Traffic Engineer

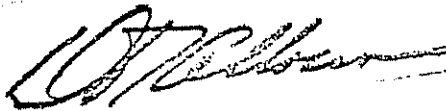
ATTEST

By   
ANN R. SAYNE  
City Clerk

RESOLUTION

BE IT RESOLVED on this 28th day of February 2000, that I, the undersigned MARY E. PETERS, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Intermodal Transportation Division, to enter into an agreement with the City of Lake Havasu for the purpose of defining responsibilities for the installation and maintenance of traffic signal preemption equipment.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the State Traffic Engineer for approval and execution.

A handwritten signature in black ink, appearing to read 'D. Allocco', is written over a horizontal line.

DAVID R. ALLOCCO, P.E.  
Assistant State Engineer  
Engineering Technical Group  
for Mary E. Peters, Director

RESOLUTION NO. 00-1467

RESOLUTION OF THE CITY COUNCIL OF LAKE HAVASU CITY, ARIZONA,  
AUTHORIZING EXECUTION OF THE INTERGOVERNMENTAL AGREEMENT  
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(ADOT) for the installation and maintenance of the Opticom detector/preemption  
equipment on SR 95.

RESOLVED AND ADOPTED by the Mayor and City Council of Lake Havasu City,  
Arizona, this 14<sup>th</sup> day of March 2000.

APPROVED:

*Melanie Grinstead-Hanak*  
Melanie Grinstead-Hanak, Mayor

TEST:

*Ann L. Sayne*

Ann L. Sayne, City Clerk

APPROVED AS TO FORM  
LAKE HAVASU CITY ATTORNEY'S OFFICE:

*Doreen Gage*

VIEWED BY:

*P. Murphy*  
P. Murphy, Public Works Director

APPROVAL OF THE LAKE HAVASU CITY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION, and the CITY OF LAKE HAVASU and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

DATED this 16<sup>th</sup> day of March, 2000.

Laureen R. Karge

City Attorney



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX, AZ 85007-2926

JANET NAPOLITANO  
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No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED December 14, 2000.

JANET NAPOLITANO  
Attorney General

JAMES R. REDPATH  
Assistant Attorney General  
Transportation Section

JRR:et/660085

Enc.



**PUBLIC WORKS DEPARTMENT  
STREET MAINTENANCE**

**LAKE HAVASU CITY**  
900 LONDON BRIDGE ROAD  
LAKE HAVASU CITY, AZ 86404  
(520) 855-3377 FAX (520) 680-4247

September 20, 2000

Mr. E. Jack Hammitt, CPM  
Arizona Department of Transportation  
207 South 17<sup>th</sup> Avenue Room 293E, Mail Drop 616E  
Phoenix, AZ 85007

RE: Traffic Signal Preemption Equipment (Opticom Units)  
Agreement : JPA 00-31

Dear Jack:

Enclosed please find three (3) signed originals for the above referenced project. Also included is a copy of the resolution in which the City Council approved the agreement between Lake Havasu City and Arizona Department of Transportation.

If I can be of further assistance to you, please let me know.

Sincerely,

W. Mark Clark, P.E.  
Transportation Division Manager

wk

Enclosures

C: Bruce Williams, City Manager  
Kevin P. Murphy, Public Works Director  
Pete Manderfield, Assistant Public Works Director

*6 Dec  
To MM for sig*



# Arizona Department of Transportation

INTERMODAL TRANSPORTATION DIVISION  
JOINT PROJECT ADMINISTRATION  
205 South 17th Avenue - Room 293E, Mail Drop 616E  
Phoenix, Arizona 85007

2 March 2000

Jane Dee Hull  
*Governor*

Mary E. Peters  
*Director*

E. Jack Hammitt  
*Joint Project  
Administrator*

Edward D. Wright  
*State Engineer*

Mr. Bruce Williams, Manager  
City of Lake Havasu  
1795 Civic Center Blvd.  
Lake Havasu City, AZ 86403

Re: Traffic Signal Preemption equipment  
**Agreement: JPA 00-31**

Dear Bruce:

Find enclosed three each originals of the above subject agreements which defines the responsibilities of the City and the State incident to the above subject project.

Please obtain the written approval of the City attorney, the **resolution or minutes** of the City Council approving the agreement, and the signatures of the appropriate officials. Upon execution please return all originals to the undersigned, **to the attention of Mail Drop 616E**, for state signatures, attorney general approval and filing with the Secretary of State. Please make no other entries on the agreements. Please do not date the first page.

Questions may be directed to the undersigned at (602) 712-8369.

Sincerely,

E. Jack Hammitt, CPM  
Joint Project Administrator

Encl.



STATE OF ARIZONA  
DEPARTMENT OF TRANSPORTATION  
INTERMODAL TRANSPORTATION DIVISION

REQUEST FOR JOINT PROJECT AGREEMENT

DATE 2/24/99

JPA # 00-31  
(TO BE FILLED IN BY JPA BRANCH)

TO: JOINT PROJECT ADMINISTRATION  
ENGINEERING CONSULTANTS SECTION (616E)

FROM: Bob LaJeunesse  
(NAME)  
Western Region Traffic  
(DEPT / DIV)  
P820  
(MAIL DROP / PHONE#)

Project: Emergency Vehicle Preemption Maintenance DIST. K

Five Year Program and Item Number N/A

Description / Location SR 95 in Lake Havasu City

Project Number & TRACS N/A

Projected Bid Date? N/A

Type: Signal Maintenance

Agreement will be with: City of Lake Havasu City  
(City / County / etc)

Point of Contact: Bruce Williams / City Manager  
(Name / Title)

Address: 1795 Civic Center Blvd, Lake Havasu City, AZ 86403

Telephone: (520) 453-4141

Cost to ADOT: \_\_\_\_\_ Cost to Other: \$50,000

Cost Estimate Total: \$50,000 Copy attached? \_\_\_\_\_

Scope of Work: Exactly the same as JPA 99-173 for Yuma except for th total cost.